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| 09/475,912      | 12/30/1999  | PERRY A. PIERCE      | E-925               | 7042             |

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EXAMINER

ZURITA, JAMES H

|          |              |
|----------|--------------|
| ART UNIT | PAPER NUMBER |
|----------|--------------|

3625

DATE MAILED: 01/13/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/475,912

Applicant(s)

PIERCE, PERRY A.

Examiner

James Zurita

Art Unit

3625

-- The MAILING DATE of this communication appears in the cover sheet with the correspondence address --  
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 29 October 2002.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1,3-7,9-17 and 19-24 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1,3-7,9-17 and 19-24 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. §§ 119 and 120**

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_\_.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: \_\_\_\_\_.

## **DETAILED ACTION**

### ***Response to Amendment***

On 16 August 2002, Examiner rejected amended claims 1, 3-7, 9-17, 19-24 as unpatentable over Rosenberg et al. US Patent 6,363,357-B1/*Rosenberg*.

Applicants amended claims 1 and 17 on 29 October 2002 and requested reconsideration of their application. Applicant's remarks, amendment and request for reconsideration filed 29 October July 2002 have been fully considered but they are not persuasive.

Claims 1, 3-7, 9-17, 19-24 remain and will be examined.

### ***Response to Arguments***

Applicant's remarks filed 29 October July 2002 have been fully considered but they are not persuasive. Applicant has not addressed Examiner's response to applicant's arguments of 22 July 2002. The following is the text of Applicant's remarks:

[Rosenberg, Col. 2, lines 44-67, copied in its entirety, with no accompanying discussion of how the claims avoid the reference or distinguish from them.]

Rosenberg does not disclose or anticipate the system and method claimed by Applicants in claims 1 and 17, as amended, and those claims dependent thereon.

Rosenberg does not disclose or anticipate a system or method wherein the buyer is allowed to download a portion of the data item so that the buyer may review the data item without the possibility of downloading the data item in its entirety without paying the seller and wherein the fee for downloading the data item has a range specified by the Seller and defined by a maximum amount, and a minimum amount wherein the maximum amount is the fee posted by the Seller, and a minimum amount is what the Seller is willing to collect from the buyer for downloading the data item, so that the buyer is allowed to download the data item if the buyer's proposed monetary sum for downloading the data item is greater or equal to the minimum amount specified by the Seller.

In view of the above, claims 1, 3-7, 9-17, and 19-24 are patentable. If the Examiner has any questions, would he please contact the undersigned at the telephone number noted below.

Applicant should submit an argument under the heading "Remarks" pointing out disagreements with the examiner's contentions. Applicant must also discuss the references applied against the claims, explaining how the claims avoid the references or distinguish from them. As noted, applicant copied Col. 2, lines 44-67 of Rosenberg but provided no discussion of how the claims avoid the reference or distinguish from them.

Applicant's arguments fail to comply with 37 CFR 1.111(b) because they amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references.

Applicant's arguments do not comply with 37 CFR 1.111(c) because they do not clearly point out the patentable novelty which he or she thinks the claims present in view of the state of the art disclosed by the references cited or the objections made.

Applicant states that Rosenberg does not disclose or anticipate a system or method wherein the buyer is allowed to download a portion of the data item so that the buyer may review the data item without the possibility of downloading the data item in its entirety without paying the seller. Applicant supports his statement by referring to Col. 2, lines 44-67 of Rosenberg. In response to this statement, Applicant is directed to Col. 5, lines 34-Col. 6, line 8, which discloses that product review data may be downloaded and displayed by a buyer without requiring the encrypted digital content file to be downloaded until a buy decision is made by the buyer. Therefore, applicant's statement is not persuasive.

***Drawings***

Figures 4-7, filed with the amendment of 22 July 2002 are approved.

**Claim Rejections - 35 USC § 103**

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

Claims 1, 3-7, 9-17, 19-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Rosenberg et al. US Patent 6,363,357-B1 [*Rosenberg*] in view of Woolston (US Patent 5,845,265). [Note: some of the present arguments were presented in a prior Office Action.]

Rosenberg discloses centralized data repository system and methods that allow sellers to store data items that the seller wishes to sell electronically to a buyer for a fee, said repository system comprising:

- storage for data items and monetary information (see at least references to files at seller web site service providers; see at least item 508 and related text concerning posting a file; see at least Col. 5, line 10-Col. 7, line 53);
- a sellers account (see at least references to seller account, Col. 7, line 54-Col. 8, line 30) and a buyers account (see at least references to buyer vault and buyer account, Col. 4, line 22-Col. 5, line 33, Col. 7, line 54-Col. 8, line 19);
- storage for posting fees for downloading data items, and where buyers deposit funds in monetary storage prior to downloading data items (see Fig. 4 and related text concerning “refill”; see also at least Col. 4, line 55-Col. 5, line 34);

Art Unit: 3625

- repository system comprising communication program(s) to link data storage, information storage and monetary storage (see at least references to program functions in Figs. 3-9, and related text concerning linking operations performed by programs to communicate information among the item storage, information storage and money data; see also at least Col. 5, line 7-33, Col. 6, line 40-Col. 7, line 15);
- deducting a sum from a deposited fund according the posted fee in the storage device and credit the monetary sum to a seller account (see at least item 644, Fig. 6 and related text in Col. 6, line 40-Col. 8, line 19 concerning debiting a buyer account and crediting a seller account);
- allowing a buyer to download the data item from the data storage (see at least Abstract, Col. 2, lines 44-58, Col. 5, line 34-Col. 7, line 54, Col 8, lines 20-30, Col. 9, line 47-Col. 10, line 44; and
- credit a monetary sum to the seller's account (see at least Col.7, line 54-Col. 8, line 55, describing processes where a seller account may be credited).
- different rates that are dependent upon volumes or rates for different classes of buyers such as individual buyers and corporate buyers (see at least Col. 11, lines 164).

Rosenberg discloses that funds may be deposited in a bank or stored in a stored value card and that deposited/stored funds may be withdrawn by a data repository system to pay a seller (see at least references to bank, payment broker and credit company, Fig. 1, 2 and related text; see also at least Col. 7, line 54-Col. 8, line 19 concerning payment processing, and how buyers can withdraw and refill their funds from a bank. To pay for goods, debit cards, stored value cards, bank cards, etc., may

Art Unit: 3625

often be used interchangeably. Fig. 6, item 634, shows a step that checks whether there are funds available in a buyer account. This process carries out functions that allow a data repository to withdraw funds from bank).

Rosenberg discloses a system that deducts fees from buyer funds and credits the funds to a seller (see at least Col.7, line 54-Col. 8, line 55, describing processes where a seller account may be credited). Rosenberg discloses that a seller's account may be credited with buyer payments and that a seller's account may then be debited to execute a payment in the form of a fee and/or a commission to a service provider for using the data repository (See at least Col. 12, line 49-58 concerning charges to a seller's account for services used at the service provider. See also Col. 8, line 20-Col. 9, line 15 concerning debits to seller account).

Rosenberg discloses monetary storage that includes an account for a seller to store fees credited to him (see at least Fig. 1-3 and related text concerning how a seller may set up an account that is then used to store information concerning payments made to seller by buyers. See also Col. 4, line 7-Col. 6, line 8).

Rosenberg discloses a seller using identification code to access the seller s account and to update data item(s) and/or related fee (See at least Col. 5, lines 33-Col. 6, line 39, Col. 7, lines 16-53 concerning seller identification code and how a seller accesses his information to place items for sale. See also Fig. 3 and related text concerning seller registration, creation and access to related account information).

Rosenberg discloses the storage and use of an excerpt of a data item so as to allow the buyer to obtain the excerpt, preview the excerpt without the possibility of

Art Unit: 3625

downloading the data item without paying the seller (see at least Figs. 2, 6, 7 and items 216, 600, 610, 612. See also at least Col. 6, line 40-Col. 7, line 15. These figures and related text describe previewing a product by downloading a related excerpt, paying a seller, and downloading the product). As noted above in response to arguments, Rosenberg specifically discloses that a product excerpt/review may be downloaded and displayed by a buyer without requiring download of an encrypted digital content file until a buy decision is made by the buyer. See at least Col. 5, lines 34-Col. 6, line 8.

Rosenberg discloses the use of a hosting service to manage sophisticated financial transactions on the World Wide Web (see at least Col. 1, line 13-Col. 2, line 41). Host services often include administration services, password protection, certificates and key management. Among their contract and fiduciary responsibilities, service providers notify users regarding problems. Rosenberg discloses that a data item may be encrypted prior to a buyer downloading the data item (see at least Abstract, Col. 2, lines 44-67, Col. 4, lines 22-54, Col. 5, lines 34-69, Col. 7, line 16-Col. 19, line 19, Col. 9, line 47-Col. 10, line 13, Col. 12, lines 49-58).

Rosenberg discloses the use of digital signatures and digital certificates (see at least references to SSL, Secure Socket Layer protocol developed by NETSCAPE COMMUNICATIONS® for transmitting private documents via the Internet. SSL works by using a private key to encrypt data that is transferred over an SSL connection. See at least Col. 5, lines 1-33, Col. 7, lines 16-53. See also at least Fig. 4, steps 410-414 which discusses the use of certificates, and at least Col. 4, line 55-Col. 5, line 33).



Rosenberg discloses that sellers may define multiple prices/rates, e.g., individual rates, corporate rates, etc. Rosenberg states that a buyer may choose a corporate rate and be provided with details of various corporate rates that may be based on the number of copies of an item a buyer wishes to obtain. See at least Col. 11, lines 1-10. Rosenberg also states that as an alternative to actual rates being displayed, one might set pointers (i.e., links) to rate tables or algorithms so that rate information may be easily obtained (Col. 11, lines 22-25). Sellers may encode attributes such as price rates, ranges and various discounts and incentives (see at least Col. 12, lines 33-58). A rate is an amount of a charge or payment with reference to some basis for calculation.<sup>1</sup> In disclosing the use of price rates, mechanisms and ranges for different buyers, Rosenberg suggests application of demand/supply analysis and break-even analysis along several target buyer markets and business models.

Rosenberg provides an example of break-even analysis, maximum and minimum rates and multiple break-even points in Col. 11, lines 1-64. . An item is available to an individual at \$0.50 per item. If the individual buys 10 items, the total price to the individual is \$5.00. However, for the same amount of \$5.00, a corporation may buy 15 of the same items. Sellers usually offer goods for sale when sellers can cover the costs of obtaining and producing a good. A break-even point is the point at which revenues equal costs. This point is obtained by break-even analysis, which determines the volume of sale at which fixed and variable costs will be covered. Sales over the break-

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<sup>1</sup> Barrons Dictionary of Business Terms, definition of rate.

Art Unit: 3625

even point produce profits; Sales below a break-even point produce losses.<sup>2</sup> To provide a range of prices, a business usually first determines a minimum price at which it will sell its goods. Barring other business circumstances, businesses will not sell products below this price. This minimum price may be kept secret, to prevent competitors from undermining business strategies.

Rosenberg clearly shows the existence of a minimum seller price, although he does not provide details as to what an actual minimum price is. Using Rosenberg's example, and assuming that a seller is a rational decision maker running a legitimate business legally, it would be proper to conclude that both individual sales and corporate sales will provide a profit margin to a seller. Thus, it would also be proper to conclude that a seller's minimum pricing points are below price \* quantity lines for both the individual and the corporate buyer.

Continuing with Rosenberg's example, an individual pays \$0.50 for each additional item, while a corporation will pay only \$0.333 per item. Another common pricing scheme is one that reduces an item's price for specific quantities purchased. For example, a seller might offer both individuals and corporations various discounts: for 1-15 items, an individual's fee is \$0.50 per item, corporate fee is \$0.33 per item. For 16-30 items, an individual's fee might be \$0.45 per item, while a corporate fee might be \$0.25 per item. For 31-50 items, an individual's fee might be \$0.40/item while a corporate fee might be \$0.20 per item. These ranges are often available as pricing schedules to purchasing agents and the public.

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<sup>2</sup> **Barrons** Dictionary of Business Terms, definition of Break-even point.

Art Unit: 3625

As Rosenberg notes, sellers may provide buyers with special deals outside these schedules. Since sellers often buy and sell items at different prices, a seller's overall profit is often determined by mathematical integration of multiple profit/loss boundary lines over time. Fees available to buyers are published by a seller may also be referred to as the maximum fees for a price/quantity combination. The fees displayed on the same pricing tables are often also the minimum fees that a seller is willing to collect from a buyer for an item. Absent other business reasons, sellers often reject a buyer's offer to pay a fee lower than what a seller has decided is above a break-even point. In such cases, a published amount may become the minimum amount that a seller is willing to collect from a buyer for an item (described as a fixed fee page 10, line 27-28 of applicant's disclosures). Similarly, a fee posted by a seller on a fee schedule often becomes a de-facto maximum amount, since a buyer will normally be loath to offer more money for an item than what a seller is asking. To do so would be contrary to accepted business behavior.

When Rosenberg discloses the use of different rates and volumes for different classes of buyers, types of price schedules for different classes of buyers, Rosenberg is clearly showing the use of price rates and ranges that a business might use to sell goods and services, and application of maximum and minimum fees that might be used by a seller to arrive at rational decision making concerning profits.

Rosenberg suggests the application of break-even analysis and price ranges and differentials to at least the following other business areas:

Art Unit: 3625

- *subscription services* (see at least Col. 4, lines 1-6). As is well-known, subscribers to a news magazine, for example, receive their samples at a lower price per item than individuals who purchase those items individually.
- *international economic transactions* (see at least references to currency costs, at least in Col. 9, lines 41-46), and stock transactions (see at least Col. 9, lines 47-59). Currency and stock transactions are examples of arbitrage. Arbitrage is a financial transaction involving the simultaneous purchase in one market and sale in a different market with a profitable price or yield differential<sup>3</sup>. Examiner takes official notice that varying price discounts to different buyers are common in every day business, and that discounts often occur according to seller price schedules.

Rosenberg *does not* specifically state that a seller *specifies* a maximum or minimum amount for each individual fee range. Rosenberg also does not specifically disclose that the maximum amount is the fee posted by the Seller, and that a minimum amount is what a Seller is willing to collect from a buyer for downloading a data item.

As noted in a previous Office Action, fees available to buyers are published by a seller may also be referred to as the maximum fees for a price/quantity combination. The fees displayed on the same pricing tables are often also the minimum fees that a seller is willing to collect from a buyer for an item. Absent other business reasons, sellers often reject a buyer's offer to pay an fee lower than what a seller has decided is above a break-even point. In such cases, a published amount may become the minimum amount that a seller is willing to collect from a buyer for an item. Similarly, a

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<sup>3</sup> Barrons Dictionary of Business Terms, definition of arbitrage.

fee posted by a seller on a fee schedule becomes a de-facto maximum amount, since a buyer will normally be loath to offer more money for an item than what a seller is asking. To do so would be contrary to accepted business behavior.

Thus, when Rosenberg teaches the use of different rates and volumes for different classes of buyers, types of price schedules for different classes of buyers, Rosenberg is clearly teaching and suggesting the use of maximum fee posted by a seller and minimum fee that a seller is willing to collect from a buyer for specified items.

Therefore, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time the invention was made to combine Rosenberg and well-known methods of applying fee and price ranges and discounts to various buyers to describe maximum and minimum prices acceptable to buyers and sellers for items.

One of ordinary skill in the art of electronic commerce at the time the invention was made would have been motivated to combine Rosenberg and well-known methods of applying fee and price ranges and discounts to various buyers to describe maximum and minimum prices acceptable to buyers and sellers for items for the obvious reason that sellers often wish to maximize profits. While it is a simple matter to compute break-even points and profit margins for fixed prices and static quantities, businesses often determine overall profits by different combinations of break-even points from specific industries and buyers.

While a business may expect to sell a number of units to individuals for one price, a business often targets corporate buyers, as taught by Rosenberg. Corporate buyers often provide constant revenue streams to sellers. Sellers, in exchange, may

Art Unit: 3625

offer discounts based on number of items sold in exchange for an assurance of at least a stable demand for the items. Both buyers and sellers can then anticipate levels of inventory required and partake of benefits brought by just-in-time inventory systems, cash flow variances, and production supply capacity matched to defined demand for their products all along multiple supply chains.

Rosenberg discloses that a seller may post a variety of price ranges, such as corporate and individual rates (see at least Col. 11, lines 1-35). Rosenberg also discloses the use of multiple currencies to accept payment (see at least 6, lines 30-35). Rosenberg provides for pricing mechanisms that permit sellers to encode attributes such as price rating, and various discounts and incentives (see at least Col. 12, lines 33-58). Rosenberg suggests that, although described in one embodiment for the sale and purchase of digital content items, his system may be modified for the purchase of hard goods or services (see Col. 12, lines 59-Col. 13, line 10).

Rosenberg *does not* specifically disclose that a buyer is allowed to download a data item if the buyer's proposed monetary sum for downloading the data item is greater or equal to a minimum amount specified by a seller. Woolston discloses the sale of goods and items over networks. In Woolston, sellers may upload information concerning an item that will be sold. Sellers may include information such as a reserve price, offer price. A reserve price is the minimum amount for which a seller is willing to sell an item. In addition, sellers may establish other types of prices for any good on the market. In Woolston, see at least Col. 4, lines 9-38; Col. 13, lines 40-57.

Woolston discloses that his invention is not limited to used and collectible items. Woolston also discloses that is common and well-known to establish boards for the sale of new and used goods, such as, for example, on special television channels like the Home Shopping Channel (Woolston, at least Col. 1, lines 16-23). Woolston is being used to show that it is common and well-known for sellers to specify a maximum and minimum price for an item, and that a consignment node may permit buyers to download an item if a buyer's proposed monetary sum is greater or equal to a minimum amount specified by a seller.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Rosenberg with Woolston and generally available information to disclose that a buyer is allowed to download a data item if the buyer's proposed monetary sum for downloading the data item is greater or equal to a minimum amount specified by a seller.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Rosenberg with Woolston and generally available information to disclose that a buyer is allowed to download a data item if the buyer's proposed monetary sum for downloading the data item is greater or equal to a minimum amount specified by a seller for the obvious reason that it is important to define the terms of a sale. By establishing price ranges, minimum prices for an item, both buyer and seller arrive at a meeting of the minds, as necessary to conduct a sale and transfer legal title to a good. As Rosenberg points out, this is of critical importance to prevent

Art Unit: 3625

fraud, piracy and unlawful copying of digital goods. This is important because authors will be more likely to create works if they know they will receive compensation.

Rosenberg discloses that to affect a purchase and to permit a buyer to download an item, a buyer's offer is checked against a seller's asking price. See at least references to bank, payment broker and credit company, Fig. 1, 2 and related text; see also at least Col. 7, line 54-Col. 8, line 19 concerning payment processing, and how buyers can withdraw and refill their funds from a bank. Fig. 7 displays product information, including a price and a buyer can press the buy button to purchase an item. Fig. 6, step 634, checks whether there are funds available in a buyer account. This process carries out functions that allow a data repository to withdraw matching funds from bank. See at least Col. 6, line 40-col. 7, line 15.

Rosenberg *does not* specifically disclose that checking a buyer's offer includes determining if the offer falls within a fee range specified by a seller. Consignment is the delivery of goods without sale to a dealer (Woolston's consignment nodes). The dealer must try to sell the goods and remit the price to the person making delivery.<sup>4</sup> Woolston provides examples of where sellers may designate a minimum price below which an item may not be sold, that is, a reserve price (Woolston, at least Col. 3, lines 25-41).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Rosenberg, Woolston with knowledge generally available and check whether a posted offer falls within a range specified by a seller. One of ordinary skill in the art at the time the invention was made would have

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<sup>4</sup> Barrons Dictionary of Business Terms, definition of consignment.



Art Unit: 3625

been motivated to combine Rosenberg, Woolston with knowledge generally available and check whether a posted offer falls within a range specified by a seller for the obvious reason that an entity selling goods may need the information in order to carry out a successful business enterprise. The fee may be defined by a maximum amount, and a minimum amount, and a buyer is allowed to download or take possession of an item, such as digital content, if the buyer's proposed monetary sum for downloading the data item is greater or equal to the minimum amount specified by the Seller.

### ***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

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Art Unit: 3625

Any inquiry concerning this communication or earlier communications from the examiner should be directed to James Zurita whose telephone number is 703-605-4966. The examiner can normally be reached on 8:30 am to 5:00 pm, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins can be reached on 703-308-1344. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-7687 for regular communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

12  
**James Zurita**  
**Patent Examiner**  
**Art Unit 3625**  
January 9, 2003

